

Satisfied in full this 22 day of August 1977

Helena National Bank  
By Harry Williams, Cashier

GRANT: Helena National Bank, Inc.  
By: Walter Chambers, Sec.  
8.22.77

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# DEED OF TRUST

Blackhawk Warehousing and Leasing Company, a  
corporation  
To } **DEED OF TRUST**  
TO: Charles B. Roscoe, Trustee  
FOR USE OF: Helena National Bank, a corpora-  
tion

THIS DEED, Made and entered into this 6th  
of April nineteen hundred and Seventy-  
by and between Blackhawk Warehousing and Leasing  
Company, a corporation

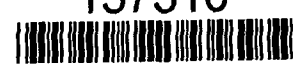
of the County of Phillips in the State of Arkansas, part Y of the first p  
Charles B. Roscoe of the County of Phillips  
in said State, party of the second part, and Helena National Bank, a corporation organized and exist-  
under the laws of the United States, with principal place of business in Helena,  
of the County of Phillips in the State of Arkansas part Y of the thir

WITNESSETH, That the said party of the first part, in consideration of the debt and trust hereinaft  
tioned and created and the sum of One Dollar to it cash in hand paid by the said party of the second p  
receipt of which is hereby acknowledged, do by these presents, GRANT, BARGAIN and SELL unto t  
party of the second part, the following tract, piece or parcel of land, lying and being situated  
County of Phillips, State of Arkansas, to-wit:

Property located in Private Survey 2433, Township Two (2)  
South, Range Four (4) East, Phillips County, Arkansas, and  
more particularly described as follows:

Commencing at the Southeast corner of Section Fourteen (14),  
Township Two (2) South, Range Fourt (4) East, thence West  
3517.8 feet; thence North 1930.0 feet; thence North 35°34'  
West 1122.6 feet to the Easterly right-of-way of State Highway  
No. 242; thence North 54° 12' East 1553.1 feet along said  
Easterly right-of-way to the Northerly right-of-way of a  
Street; thence South 39° 58' East 2267.5 feet along the Northerly  
right-of-way of said Street to its intersection with the Easterly  
right-of-way of a Street and the point of beginning; thence, from  
the point of beginning, North 28° 42' East 730.8 feet along said  
Easterly right-of-way; thence South 51° 38' East of the Westerly  
right-of-way of a spur track as recorded in a Deed of Dedication  
in Deed Book 518, Page 98 and shown in Plat Book 2, Page 16, of the  
Official Records of Phillips County, Arkansas; thence Southerly  
along the Westerly right-of-way of said spur track to the Northerly  
right-of-way of a Street; thence North 39° 58' West 650.0 feet along  
the Northerly right-of-way of said Street to the point of begining,  
containing 11.63 acres, more or less.

157310



STATE OF ARKANSAS }  
COUNTY OF PHILLIPS } ss

ACKNOWLEDGMENT

On this 6TH day of April, 1976, before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named W. J. Brothers and Thomas E. Tappan, being the President and Assistant Secretary, respectively, of Blackhawk Warehousing and Leasing Company, a corporation, and who had been designated by said corporation to execute the above instrument, to me personally well known, who stated that they were the President and Assistant Secretary of the said Blackhawk Warehousing and Leasing Company, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF I have hereunto set my hand and seal as such Notary Public on this 6TH day of April, 1976.

My Commission Expires: **SEAL**  
APRIL 15, 1978  
April 15 1978

David Solomon  
Notary Public  
David Solomon

STATE OF ARKANSAS, }  
County of Phillips. } I, Patsy H. Nicholls, Circuit Clerk and ex-officio Recorder of the County aforesaid, do

hereby certify that the annexed and foregoing instrument of writing was filed for record in my office at 11:20 o'clock A. M. on the 6th day of April A. D. 1976, and the same is now duly recorded with the acknowledgments and certificates thereon.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 6th day of April A. D. 1976.

By Minnie L. Massey D. C. PATSY H. NICHOLLS, Clerk  
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**SEAL**

And ha\_\_\_\_\_also agreed with the said third party\_\_\_\_\_, its indorsees and assigns, to cause all taxes and assessments, general and special, to be paid whenever imposed upon said property and within the time required by law.

And if said agreement relative to insurance or taxes and assessments be not performed as aforesaid, then said third party\_\_\_\_\_, or its indorsees, may pay such insurance and such taxes and assessments, and for their repayment, for all moneys paid therefor, and interest thereon, at the rate specified in said note\_\_\_\_\_, these presents shall be a security, in the manner and with like effect as for the payment of said note\_\_\_\_\_.

NOW, If the part Y of the first part, its heirs, executors and administrators, shall pay the sum of money specified in said one amortized promissory note\_\_\_\_\_ with all interest that may be due thereon, when the same shall become due and payable according to the tenor and effect thereof, and shall pay any and all other indebtedness that may be due the said third party, and shall faithfully keep and perform the agreements aforesaid, CONCERNING THE INSURANCE OF SAID EDIFICES AS AFORESAID and concerning the payment of taxes and assessments as aforesaid, then this deed shall be void and the property hereinbefore conveyed shall be released at the expense of said party\_\_\_\_\_ of the first part; but if default be made in the payment of said promissory note\_\_\_\_\_ or either of them, or the interest thereon, according to the tenor and effect thereof, and if default be made in the payment of any and all other indebtedness due said third party, or in the faithful performance of said agreement to KEEP SAID EDIFICES INSURED, AND TO PAY ALL TAXES AND ASSESSMENTS LAWFULLY IMPOSED ON SAID PROPERTY, then, and in that event, or either of them, the whole of said indebtedness and each and all of said note\_\_\_\_\_ shall, at the option of the owner and holder of said note, become due and be considered due and payable, as if due and payable according to the tenor thereof, and this Deed shall remain in full force and effect, and the said party of the second part may proceed to sell the said property hereinbefore described, or so much thereof as may be necessary to fully satisfy and discharge the said indebtedness, together with all the interest thereon, and the cost and expenses of this Trust, at public vendue, for cash, at the door of the Courthouse, in the City of Helena, in the County of Phillips and State of Arkansas, first giving twenty days' notice of the time, terms and place of sale, and of the property to be sold, by advertisement in some newspaper published in said County of Phillips, and upon the said sale and payment of the purchase money shall execute and deliver a Deed of the property sold to the purchaser or purchasers; and any statement of facts or recital by said Trustee, in relation to the non-payment of the money secured by this Deed of Trust to be paid, the advertisement, sale, receipt of the purchase money, and the execution of the Deed to the purchaser or purchasers shall be received as prima facie evidence of such facts; and the said Trustee shall, out of the proceeds of such sale, pay, first, the cost and expenses of this Trust, and shall pay any sums that may be due on any and all other indebtedness at the time of foreclosure, and next whatever sum may be in arrears and unpaid on the note\_\_\_\_\_ aforesaid and all sum or sums which may have been laid out and expended by said part Y of the third part for TAXES AND ASSESSMENTS ON SAID PROPERTY, AND FOR INSURANCE ON SAID EDIFICES and the remainder, if any, shall be paid to said part\_\_\_\_\_ of the first part, or legal representatives.

And the said Charles B. Roscoe Trustee as aforesaid, hereby covenants faithfully to perform and fulfill the Trust herein created. And the said part Y of the first part hereby waive S all rights of redemption in case of foreclosure of this Deed of Trust in the Chancery Court.

The part Y of the first part agree S with the parties of the second and third part that in case of a sale of all or any part of said property for the payment of the debt secured hereby that the legal holder thereof may bid and purchase at said sale.

And the said wife of the said ~~for the consideration and purposes herein mentioned and set forth hereby releases and relinquishes to the party of the second part all of her rights and possibility of dower and homestead in and to the lands and premises aforesaid.~~

AND IT IS FURTHER STIPULATED AND AGREED, By and between the parties hereunto, that in case the said party of the second part shall refuse to act, shall be absent from the State, sick, dead, or from any cause incapable of acting in the execution of this Trust, then the Sheriff for the time being of said County of Phillips shall discharge this Trust and exercise therein the same powers hereby conferred on the said party of the second part, and with like effect.

IN WITNESS WHEREOF, The said parties of the first and second part have hereunto set their hands and seals, the day herein first above written.

WITNESS:

BY: W. J. Brothers (SEAL)  
W. J. BROTHERS, PRESIDENT

BY: Thomas E. Tappan (SEAL)

THOMAS E. TAPPAN, ASSISTANT SECRETARY (SEAL)

(SEAL)